

**Amendment Number 1**  
**to**  
**Contract Number DIR-SDD-220**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Gateway Companies, Inc.**

This Amendment Number 1 is to Contract Number DIR-SDD-220 (“Contract”) between the Department of Information Resources (“DIR”) and Gateway Companies, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract Section 1, Introduction, C, Order of Precedence**, is hereby restated as follows:  
This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing and Product Index; Appendix D, Pricing and Product Index for Standard Configurations; Appendix E, Software Installation Agreement; Appendix F, Hitachi Indirect Channel Customer Agreement; Appendix G, Master Lease Agreement; Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-058, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-058, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.
2. **Appendix A, Section 1, Scope**, is hereby included in its entirety as follows:  
The parties to this Contract agree to the terms and conditions, as stated within Appendix G, Master Lease Agreement, attached hereto, that allow leasing of the Products/Equipment in addition to purchase sales. DIR and Vendor hereby acknowledge the assignment of leasing to LEAF Funding, to act as the Lessor on behalf of the Vendor. Customer may negotiate more favorable terms and conditions directly with the Lessor and the agreed upon terms and conditions shall be set forth within the leasing documentation or Customer Purchase Order. Vendor shall remain responsible for any and all of Vendor’s obligations under this Contract.
3. **Appendix A, Section 3, Definitions**, the following are hereby restated as follows:
  - A. **Customer/Lessee** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code and any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code.
  - D. **Order Fulfiller/Lessor** – the party, either Vendor or Reseller, who is fulfilling a Purchase Order pursuant to the Contract. Reseller is a distributor, dealer or value-added reseller designated by the Vendor who participates under the Contract as a primary distribution source for the Vendor.
4. **Appendix A, Section 4, General Provisions, Subsection C. Invalid Term or Condition** is hereby restated as follows:

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

5. **Appendix A, Section 5, Product Terms and Conditions**, is hereby restated as follows:

**A. Technology Access Clause, As Required By §2157.005, Texas Government Code (Applicable to State Agency Purchases Only)**

1) Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under the Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means, (ii) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use, and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase “equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

2) In accordance with Section 2157.001, Texas Government Code, this Subsection 5.A. remains in full force and effect for any Purchase Order issued under the Contract prior to September 1, 2006. This Subsection 5.A is invalid for any Purchase Order issued under the Contract on or after September 1, 2006.

**B. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). Vendors not listed

with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

3) State agencies and institutions of higher education may begin voluntary compliance with this Subsection 5.B prior to September 1, 2006.

**C. Purchase of Commodity Items (Applicable to State Agency Purchases Only)**

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.C.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.C.

6. Appendix C, Products and Pricing Index is hereby restated as attached hereto.
7. Appendix D, Standard Configurations, Notebook Standard Configuration, is hereby restated as attached hereto.
8. Appendix B, the Historically Underutilized Business Plan is hereby amended to acknowledge that TRC Computer Services has merged with Horizon Telephone Systems, Inc. to create a new company called HTS Voice and Data Systems.

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CMBL/HUB Detail: <http://www.tbpc.state.tx.us/cgi-bin/cmb/vendor?vid=1742435600800>

9. All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and the Contract.

**IN WITNESS WHEREOF**, the parties execute this Amendment Number 1 to be effective as the date of the last party to sign.

**Gateway Companies, Inc.**

**STATE OF TEXAS, acting by and through  
the DEPARTMENT OF INFORMATION  
RESOURCES**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** Brian S. Rawson

**Title:** \_\_\_\_\_

**Title:** Director of Service Delivery

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Legal:** \_\_\_\_\_